



PATENT  
GI2180/US2

#25  
m.m.  
5/12/05

IN THE U.S. PATENT AND TRADEMARK OFFICE

Patentee: Ignatius Loy Britto  
Patent No.: 6,511,653  
Issue Date: January 28, 2003  
For: METERED DOSE INHALER FOR BECLOMETHASONE  
DIPROPIONATE

RECEIVED  
MAY 06 2005  
TECH CENTER 1600/2900

**ATTN: PETITIONS BRANCH**

PETITION UNDER 37 C.F.R. § 1.324

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Pursuant to 35 U.S.C. § 256 and 37 C.F.R. § 1.324, Applicant respectfully requests that a Certificate of Correction be issued to change inventorship in the above-identified patent by removing the following listed inventors.

Please remove: Ian Car Ashurst,

Craig Steven Herman,

Li Li-Bovet, and

Michael Thomas Riebe.

Applicant submits that the above-listed names were incorrectly printed on the patent. All of the involved inventors and the

assignee agreed to a change of inventorship from "Ashurst, Herman, Li-Bovet and Riebe" to "Britto" in parent application No. 08/945,141 (now U.S. Patent 6,149,892). Therefore, no further statements should be necessary, since the mistake in the present case is essentially a clerical mistake. The undersigned hereby reaffirms that the error in inventorship in the patent occurred without any deceptive intent on the part of Ian Carl Ashurst, Craig Steven Herman, Li Li-Bovet, Michael Thomas Riebe, or Ignatius Loy Britto.

When the application was filed on February 18, 2000, only Ignatius Loy Britto (hereinafter "Britto") was listed as an inventor. In this regard, page 1 of the new application transmittal letter (Exhibit 1) accurately lists Britto as the sole inventor of the above-referenced patent. A copy of a Declaration executed January 7, 1999, indicating that Britto was the sole inventor was filed on February 18, 2000 (Exhibit 2).

It appears that some confusion may have arisen, because a copy of an earlier Declaration from the parent application, signed by Ashurst, Herman, Li-Bovet and Riebe in March 1998, was also in the USPTO file.

A Request for Certificate of Correction is being filed concurrently with this Petition to change the inventorship to reflect that Britto is the sole inventor.

Patent No. 6,511,653

It is submitted that the mistake in the patent was a result of a mistake by the USPTO and therefore no Certificate of Correction Fee is needed. However, if it is determined that the mistake was at least in part due to a mistake by the Applicant, the USPTO is authorized to charge the Certificate of Correction fee to Applicant's Deposit Account No. 07-1392.

If necessary, the Commissioner is hereby authorized to charge or to credit any overcharge to Applicant's Deposit Account 07-1392.

Respectfully submitted,

By: Robert J. Smith  
Robert J. Smith  
Reg. No. 40,820

Date: April 21, 2005

GlaxoSmithKline  
Five Moore Drive  
Research Triangle Park  
North Carolina 27709  
(919) 483-9616

Attachments:

- Request for Certificate of Correction
- Certificate of Correction Form 1050
- Exhibit 1 (copy of page 1 of new application transmittal letter)
- Exhibit 2 (copy of Declaration of Britto dated January 17, 1999)
- Assent of Assignee to Change Inventorship
- Statement Under 37 C.F.R. § 3.73(b)

IN THE U.S. PATENT AND TRADEMARK OFFICE

Applicant: Ignatius Loy BRITTO Conf.: 8929  
Appl. No.: 09/506,838 Group: 1616  
Filed: February 18, 2000 Examiner: HAGHIGHATIAN  
Patent No.: 6,511,653 B1  
Issue Date: January 28, 2003  
For: METERED DOSE INHALER FOR BECLOMETHASONE  
DIPROPIONATE

**CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**  
**SHOWING CHAIN OF TITLE**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

SmithKlineBeecham Corp., a corporation, certifies that it is the assignee of the patent application or issued patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application or issued patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- OR -

B. ☒ A chain of title from the inventor(s), of the patent application or issued patent identified above, to the current assignee as shown below:

1. From: Ian C. ASHURST, Craig S. HERMAN, Li LI, and Michael T. RIEBE  
To: Glaxo Wellcome Inc.  
The document was recorded in the Patent and Trademark Office at Reel 7665, Frame 0757-0761, or for which a copy thereof is attached (Grandparent Application No. 08/422,480).

2. From: Ian C. ASHURST, Craig S. HERMAN, Li LI-BOVET, and Michael T. RIEBE  
To: Glaxo Wellcome Inc.  
The document was recorded in the Patent and Trademark Office at Reel 8968, Frame 0773-0778, or for which a copy thereof is attached (Parent Application No. 08/945,141).
3. From: Ignatius Loy Britto  
To: Glaxo Wellcome Inc.  
The document was recorded in the Patent and Trademark Office at Reel 9543, Frame 0291-0294, or for which a copy thereof is attached (Grandparent Application No. 08/422,480; Parent Application No. 08/945,141).
3. From: GlaxoWellcome, Inc.  
To: SMITHKLINE BEECHAM CORPORATION  
The document was recorded in the Patent and Trademark Office at Reel 012841, Frame 0645-0663, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are attached.
- ☒ Copies of assignments or other documents in the chain of title are attached

The undersigned has reviewed all the documents in the chain of title of the patent application or issued patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon

April 20, 2005  
Date

  
Signature

Charles E. Dadswell  
Typed or printed name

Attorney and Authorized Official (Resolution Attached)  
Title



PATENT  
GI2180/US2

IN THE U.S. PATENT AND TRADEMARK OFFICE

RECEIVED  
MAY 06 2005  
TECH CENTER 1800/2900

Patentee: Ignatius Loy Britto  
Patent No.: 6,511,653  
Issue Date: January 28, 2003  
For: METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE

REQUEST FOR CERTIFICATE OF  
CORRECTION UNDER 37 C.F.R. §§ 1.322, 1.323 and/or 1.324

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Attached hereto is a Certificate of Correction (Form PTO-1050) in connection with the above-identified patent.

It is respectfully requested that the Request for a Certificate of Correction be granted such that a Certificate of Correction will issue with the correction to change fields (63) and (75) as follows:

(63) Continuation of application No. 08/945,141, filed as application No. PCT/US96/05009 on Apr. 11, 1996, now Pat. No. 6,149,892, which claims priority from U.S. application Ser. No. 08/422,280, filed April 14, 1995, abandoned.

(75) Inventors: Ignatius Loy Britto, Cary, NC (US)

**Correction to (63) Related U.S. Application Data**

At Column 1, lines 4-13, of U.S. Patent 6,511,653 the related application information is clearly indicated. Therefore, it is

submitted that the exclusion of the related application information on the cover of the '653 patent was made by an error on the part of the USPTO. Correction of this error is respectfully submitted.

**Correction to (75) Inventors**

Applicant respectfully requests that a Certificate of Correction be issued to change inventorship in the above-identified patent by removing the following listed inventors.

Please remove: Ian Car Ashurst,  
Craig Steven Herman,  
Li Li-Bovet, and  
Michael Thomas Riebe.

Applicant submits that the above-listed names were incorrectly printed on the patent.

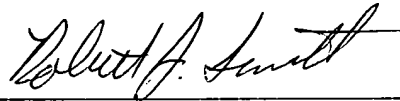
When the application was filed on February 18, 2000, only Ignatius Loy Britto (hereinafter "Britto") was listed as an inventor. In this regard, page 1 of the new application transmittal letter (Exhibit 1) accurately lists Britto as the sole inventor of the above-referenced patent. A copy of a Declaration executed January 7, 1999, indicating that Britto was the sole inventor was filed on February 18, 2000 (Exhibit 2).

It appears that some confusion may have arisen, because a copy of an earlier Declaration from the parent application signed by Ashurst, Herman, Li-Bovet and Riebe in March 1998 was also in the PTO file. However, there is no document in the USPTO file which indicates that Ashurst, Herman, Li-Bovet, Riebe and Britto should all be co-inventors. All of the involved inventors and the assignee agreed to a change of inventorship from "Ashurst, Herman, Li-Bovet and Riebe" to

"Britto" in parent Application No. 08/945,141 (now U.S. patent 6,149,892).

It is submitted that both of the errors in the patent were a result of mistakes made by the USPTO and, therefore, no Fee is required. However, if it is determined that the error was at least in part due to a mistake by the Applicant, the USPTO is authorized to charge the Certificate of Correction fee to Applicant's Deposit Account No. 07-1392.

Respectfully submitted,

By:   
Robert J. Smith  
Reg. No. 40,820

Date: April 21, 2005

GlaxoSmithKline  
Five Moore Drive  
Research Triangle Park  
North Carolina 27709  
(919) 483-9616



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

(Also Form PTO-1050)

## UNITED STATES PATENT AND TRADEMARK OFFICE CERTIFICATE OF CORRECTION

PATENT NO. : 6,511,653

DATED : January 28, 2003

INVENTOR(S): Ignatius Loy Britto

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

On the cover of the patent, please make the following corrections:

(63) Related U.S. Application Data

Continuation of application No. 08/945,141, filed as application No. PCT/US96/05009 on Apr. 11, 1996, now Pat. No. 6,149,892, which claims priority from U.S. application Ser. No. 08/422,280, filed April 14, 1995, abandoned.

(75) Inventors: Ignatius Loy Britto, Cary, NC (US);

[Ian Car Ashurst, Ware (GB);

Craig Steven Herman, Raleigh, NC (US);

Li Li-Bovet, Scotch Plains, NJ (US);

Michael Thomas Riebe, Raleigh, NC (US)]

MAILING ADDRESS OF SENDER:

INSERT DOCKET NO HERE -INSERT ATTY/TYPIST INITIALS HERE

BIRCH, STEWART, KOLASCH & BIRCH, LLP

PTO BOX 16X

PATENT NO. 6,511,653

No. of Additional copies

— 0

Burden Hour Statement: This form is estimated to take 1.0 hour to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**BIRCH, STEWART, KOLASCH & BIRCH, LLP**

INTELLECTUAL PROPERTY LAW

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OF COUNSEL:

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RUPERT J. BRADY (RET.)\*

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MATTHEW J. LATTIG  
ALAN PEDERSEN-GILES  
JUSTIN D. KARJALA

Date: February 18, 2000

Docket No.: 2801-136P

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

This is a Request for filing a ☒ continuation ☐ divisional application under 37 C.F.R. § 1.53(b) of pending prior Application No. 08/945,141 filed on October 14, 1997, the entire contents of which are hereby incorporated by reference, by

Ignatius Loy Britto

for

METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE

1. ☒ Enclosed is an application consisting of specification, claims, declaration and drawings/photographs (if applicable).
2. ☒ The filing fee has been calculated as follows:

EXHIBIT

2

As below named inventor. I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE**

the specification of which (check only one item below):

[ ] is attached hereto with Preliminary Amendment.

[X] was filed as United States application Serial No. 08/945,141 on October 14, 1997 and was amended on September 21, 1998 and September 28, 1998 (if applicable)

[X] was filed as PCT international application Number PCT/US96/05009 on April 11, 1996

and was amended under PCT Article 19 on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 and all information which became available between the filing of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under Title 35, United States Code. § 119 (a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate or 365(a) of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) having a filing date before that of the application(s) on which priority is claimed:

**PRIOR FOREIGN/PCT APPLICATION(S) AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. 119:**

COUNTRY (if PCT indicate PCT)	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 USC 119
1.PCT	PCT/US96/05009	11 April 1996	X
2.			
3.			
4.			
5.			

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below:

Application No..	Filing Date (MM/DD/YYYY)
1.	
2.	
3.	
4.	
5.	

**COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY (Continued - Includes References to PCT International Applications)**

ATTORNEY'S DOCKET NUMBER  
GI2180USW

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) or §365(c) of any PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

**PRIOR U.S. APPLICATIONS OR PCT INTERNATIONAL APPLICATIONS DESIGNATING THE U.S. FOR BENEFIT UNDER 35 U.S.C. 120:**

U.S. APPLICATIONS			STATUS (Check one)		
U.S. APPLICATION NUMBER	U.S. FILING DATE		PATENTED	PENDING	ABANDONED
08/422,280	April 14, 1995				X
PCT APPLICATIONS DESIGNATING THE U.S.					
PCT APPLICATION NO.	PCT FILING DATE	U.S. FILING NUMBERS ASSIGNED (if any)			
PCT/US96/05009	April 11, 1996			X	

**POWER OF ATTORNEY:** As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business with the Patent and Trademark Office connected therewith. (List name and registration number)

David J. Levy Reg. No. 27,655  
Charles E. Dadswell Reg. No. 35,851  
Karen L. Prus Reg. No. 39,337  
Robert H. Brink Reg. No. 36,094  
Elizabeth Selby Reg. No. 38,298

James P. Riek Reg. No. 39,009  
Robert T. Hrubiec Reg. No. 36,392  
Frank P. Grassler Reg. No. 31,164  
Shah R. Makujina Reg. No. 41,174  
Lorie Ann Morgan Reg. No. 38,181

Gerald M. Murphy, Jr. Reg. No. 28,977

**Send Correspondence to:**

David J. Levy, Patent Counsel  
Global Intellectual Property Department  
Glaxo Wellcome Inc.  
Five Moore Drive, PO Box 13398  
Research Triangle Park, NC 27709

**Direct Telephone Calls to:**

Gerald M. Murphy, Jr.  
(703) 205-8000

201	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
		Glaxo Wellcome Inc. Five Moore Drive, PO Box 13398	RTP	NC 27709-3398, US
202	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
203	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
204	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
205	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY

**COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY**  
(Continued - Includes References to PCT International Applications)

ATTORNEY'S DOCKET NUMBER  
**GI2180USW**

206	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
207	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
208	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
209	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY
210	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME/INITIAL
	RESIDENCE & CITIZENSHIP	CITY	STATE OR FOREIGN COUNTRY	COUNTRY OF CITIZENSHIP
	POST OFFICE ADDRESS	POST OFFICE ADDRESS	CITY	STATE & ZIP CODE/COUNTRY

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature of Inventor 201 - <i>Ignacio Brito</i>	Signature of Inventor 202	Signature of Inventor 203
Date <i>7th, Jan, 1999</i>	Date	Date
Signature of Inventor 204	Signature of Inventor 205	Signature of Inventor 206
Date	Date	Date
Signature of Inventor 207	Signature of Inventor 208	Signature of Inventor 209
Date	Date	Date
Signature of Inventor 210		
Date		

## **Power of Attorney**

**BY THIS POWER OF ATTORNEY** given this 14<sup>th</sup> day of September two thousand and four **SMITHKLINE BEECHAM CORPORATION**, a company incorporated in Pennsylvania (Tax Identification No. 23-1099050) and having its registered office at One Franklin Plaza, Philadelphia, Pennsylvania 19101, United States of America, (hereinafter called "the Company"), **HEREBY** appoints all and any of its Directors, Secretary and Assistant Secretary for the time being, and **DAVID ROBERTS, PETER JOHN GIDDINGS, ARTHUR WILLIAM RUSSELL TYRRELL, HUGH BAINFORDE DAWSON, BRIAN JOHN RUSSELL, HELEN QUILLIN, CHARLES KINZIG, STEPHEN VENETIANER, DAVID J. LEVY, CHARLES E. DADSWELL, MARY E. MCCARTHY, THEODORE R. FURMAN and EDWARD R. GIMMI** jointly and severally to be its true and lawful agents and attorneys (hereinafter called "the Attorneys") on behalf and in the name of the Company or otherwise to do, perform, exercise or execute or concur with any other person or persons in doing, performing or exercising in or for any country or countries or jurisdiction in any part of the world all or any of the following powers, acts, deeds and things in connection with: letters patent, including extensions thereto; utility models; copyrights; trademark registrations; trademarks; trade names; trade dress; logos; design rights; designs and all rights analogous thereto and all applications therefor and any other forms whatsoever of intellectual property rights; including know-how, all of which are hereinafter called "Intellectual Property Rights", that is to say:

1. In any country or countries or jurisdiction in any part of the world to make application or cause application to be made for the grant or issue or transfer to the Company or registration in its name of Intellectual Property Rights and to take all steps necessary for the same to be prosecuted, maintained, withdrawn, renewed, enforced, defended or extended.
2. As the act and deed of the Company to sign, seal, deliver and execute all or any assignments or assurances, licences to the Company of or under any Intellectual Property Rights or the right to and interest in any inventions to be the subject of Intellectual Property Rights for the purpose of fully and effectually vesting and transferring the same in and to the Company.
3. As the act and deed of the Company to sign and execute all or any assignments and acceptances of the transfer or assignment of such rights, and also any licences, sub-licences and consents from the Company of or under any Intellectual Property Rights or the right to and interest in any invention to be the subject of Intellectual Property Rights, for the purpose of fully and effectually vesting transferring or granting the same in and to any entity, whether in the United Kingdom or elsewhere, in so far as such documents can be executed without the Company's seal being affixed thereto. For purposes of this Power of Attorney, the terms "entity" means, and includes, any person, firm or company or group of persons or unincorporated body.
4. To give undertakings or assurances to third parties and to any Trademark Registry or official intellectual property agency or governmental department or otherwise responsible for the registration or protection of trademarks, trade names, trade dress, logos, design rights or designs for the purpose of best

protecting or ensuring the co-existence of the Company's rights to trademarks, trade names, trade dress, logos, design rights or designs.

5. To commence, prosecute and defend any proceedings or applications whether judicial or extra judicial relating to Intellectual Property Rights and to maintain, withdraw or settle the same.
6. For and in connection with any Intellectual Property Rights to sign, seal, deliver and execute any Power of Attorney or other deed or document authorising any agent, including trademark and patent agents and attorneys, to act on behalf of the Company.
7. To apply for the registration, amendment or cancellation of user rights in respect of any trademark or trade name.
8. To act in regard to all official communications which may now or hereafter be addressed to the Attorneys relating to Intellectual Property Rights or the renewal thereof in such manner that the Attorneys may be recognised as the authorised agent(s) of the Company in all proceedings in relation thereto.
9. For all or any of the purposes contained herein as the act and deed of the Company to sign, seal, deliver, execute and do all such documents, deeds, agreements, instruments and to do such acts as shall be requisite or may be deemed proper for or in relation to the said purposes.
10. This Power of Attorney shall expire on December 31, 2005.


**AND THE COMPANY HEREBY RATIFIES** and confirms and agrees to ratify and confirm all and whatsoever the Attorneys or any person, persons, firm or company appointed by them shall lawfully do or have done by virtue of the authorities herein contained.

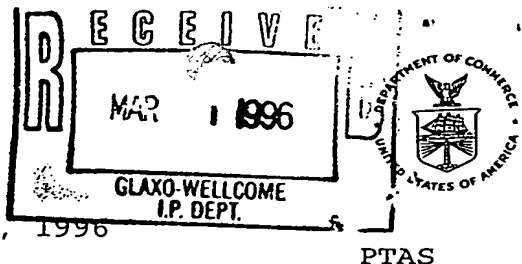
**AND THE COMPANY HEREBY DECLARES** that all instruments executed under and by virtue of this Power shall be as valid and effectual as if sealed by the Common Seal of the Company.

**IN WITNESS** whereof **SMITHKLINE BEECHAM CORPORATION** has caused its Common Seal to be hereunto affixed the day and year first before written.

The **COMMON SEAL** of )  
**SMITHKLINE BEECHAM CORPORATION** )  
was hereto affixed in the presence of: )

[seal]

  
\_\_\_\_\_  
Donald F. Parman  
Vice President and Secretary



GI 2180  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

FEBRUARY 22, 1996

GLAXO WELLCOME INC.  
CHARLES T. JOYNER  
LEGAL-PATENT GROUP  
FIVE MOORE DRIVE  
RTP, NC 27709



UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/07/1995

REEL/FRAME: 7665/0757  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ASHURST, IAN C.

DOC DATE: 05/22/1995

ASSIGNOR:

HERMAN, CRAIG S.

DOC DATE: 05/30/1995

ASSIGNOR:

LI, LI

DOC DATE: 05/22/1995

ASSIGNOR:

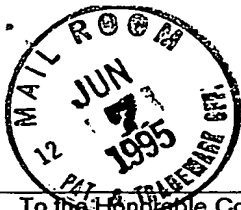
RIEBE, MICHAEL T.

DOC DATE: 05/22/1995

ASSIGNEE:

GLAXO WELLCOME INC.  
FIVE MOORE DRIVE  
INTELLECTUAL PROPERTY GROUP  
RESEARCH TRIANGLE PARK  
NORTH CAROLINA  
27709





07-05-1995

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECO



100025933

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Ian C. Ashurst, Craig S. Herman, Li Li, and Michael T. Riebe

Additional name(s) of conveying party(ies) attached? No

## 3. Nature of conveyance:

☒ Assignments

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date:

5/22/95

and

5/30/95

## 2. Name and address of receiving party(ies):

Name: **Glaxo Wellcome Inc.**Internal Address: **Intellectual Property Group**Street Address: **Five Moore Drive**City: **Research Triangle Park** State: **NC**Country: **USA** Zip: **27709**

Additional name(s) &amp; address(es) attached?

Yes

No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

08/422,371  
Filed: 14 April 1995  
08/422,370  
Filed 14 April 1995  
08/422,111  
Filed 14 April 1995  
08/422,280  
Filed 14 April 1995

Additional numbers attached?

Yes

☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Charles T. Joyner**Internal Address: **Glaxo Wellcome Inc.  
Legal-Patent Group**Street Address: **Five Moore Drive**City: **RTP** State: **NC** Zip: **27709**6. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41):.....\$ **160.00**

Enclosed

☒ Authorized to be charged to deposit account.  
Previously Submitted8. Deposit account number: **07-1392**

(Attach copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles T. Joyner

Name of Person Signing

Signature

Date

6/5/95

Total number of pages comprising cover sheet: 1

KK61028 07/03/95 08422371

07-1392 060 581

160.00CH

PMD 6-7-95

# ASSIGNMENT

We, Ian C. Ashurst, Craig S. Herman, Li Li, and Michael T. Riebe, for good and valuable consideration, receipt of which is hereby acknowledged, from GLAXO WELLCOME INC., a North Carolina corporation having its principal place of business in Research Triangle Park, NC, hereinafter called the Assignee, do hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in, to and under an application for Letters Patent of the United States filed April 14, 1995 as U.S. Serial No. 08/422,280 executed by us on the same date for:

## METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE

and the inventions and any of them therein set forth and described, and any and all Letters patent of the United States and of countries foreign thereto which may be granted thereon or therefor including any continuation, division, renewal, substitute, reissue or extension thereof or any legal equivalent thereof.

For the above consideration, We agree promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, continuation or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them described in said application and all patent rights therein, in the United States and in any country foreign thereto.

IN WITNESS WHERETO, We, Ian C. Ashurst, ~~Craig S. Herman~~, Li Li, and Michael T. Riebe hereunto set our hand and seal this 22 day of May, 1995.

State of North Carolina  
County of Durham

I. C. Ashurst  
Ian C. Ashurst

Craig S. Herman  
Craig S. Herman

Li Li  
Li Li

Michael T. Riebe  
Michael T. Riebe

Before me this 22 day of May, 1995, personally appeared, Ian C. Ashurst, ~~Craig S. Herman~~, Li Li and Michael T. Riebe who is to me personally known, and acknowledged the foregoing instrument of assignment to be his free act and deed.

Sharon Elizabeth Scott  
Notary Public

My commission expires 11/15/97

IN WITNESS WHERETO, I, CRAIG S. HERMAN HEREUNTO SET MY HAND AND SEAL THIS 30 day of May, 1995.

State of North Carolina  
County of Durham

Before me this 30 day of May, 1995, personally appeared Craig S. Herman who is to me personally known, and acknowledged the foregoing instrument of assignment to be his free act and deed.

Sharon Elizabeth Scott  
Notary Public

My commission expires: 11/15/97



612180  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 09, 1998

PTAS

GLAXO WELLCOME INC.  
DAVID J. LEVY  
GLOBAL INTELLECTUAL PROPERTY  
FIVE MOORE DRIVE, PO BOX 13398  
RTP, NC 27709



\*100641058A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/14/1997

REEL/FRAME: 8968/0773

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ASHURST, IAN CARL

DOC DATE: 09/28/1997

ASSIGNOR:

HERMAN, CRAIG STEVEN

DOC DATE: 09/26/1997

ASSIGNOR:

LI-BOVET, LI

DOC DATE: 10/01/1997

ASSIGNOR:

RIEBE, MICHAEL THOMAS

DOC DATE: 09/26/1997

ASSIGNEE:

GLAXO WELLCOME INC.  
5 MOORE DRIVE  
GLOBAL INTELLECTUAL PROPERTY DEPT.  
RTP, NORTH CAROLINA 27709

SERIAL NUMBER: 08945141

FILING DATE: 10/14/1997

PATENT NUMBER:

ISSUE DATE:

8968/0773 PAGE 2

ANTIONE ROYALL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

A/p 581-40.00

08/94514:

US DEPARTMENT OF COMMERCE  
Patent and Trademark Office

02-23-1998

JEET  
lec'd PCT/PTO 14 OCT 1997

MPO 10-14-97

R



100641058

To the Honorable Commissioner c

1. Name of conveying party(ies):

Ian Carl ASHURST, Craig Steven HERMAN, Li LI-BOVET,  
Michael Thomas RIEBEshed original documents or copy thereof.  
I address of receiving party(ies):Name: GLAXO WELLCOME INC.  
Internal Address: Global Intellectual Property Dept.Additional name(s) of conveying party(ies) attached? Yes  
No

3. Nature of conveyance:

☒ X Assignment

Merger

Security Agreement  
Other \_\_\_\_\_

Change of Name

Street Address: 5 MOORE DRIVE

City: RTP State: NC Zip: 27709

Additional name(s) & address(es) attached? NoExecution Date: September 28, 1997, September 26, 1997,  
October 1, 1997 and September 26, 1997

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

International Application PCT/US96/05009 filed on April 10, 1996

Additional numbers attached? Yes ☒ X No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: David J. Levy  
Internal Address: Glaxo Wellcome Inc.  
Global Intellectual Property  
Street Address: Five Moore Drive  
PO Box 13398  
City: RTP State: NC Zip: 277096. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

☒ X Authorized to be charged to deposit account

8. Deposit account number: 07-1392

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James P. Riek

Signature

10/14/97

Date

Total number of pages comprising cover sheet: 1 of 11/24/1997 WCLAYBRD 00000044 DAW:071392 08945141  
1 FC:581 40.00 CH

ASSIGNMENT

WHEREAS, I (We), Ian Carl ASHURST, Craig Steven HERMAN, Li LI-BOVET, and Michael Thomas RIEBE whose office address(es) appear(s) below, hereinafter referred to as ASSIGNOR, have invented certain new and useful improvements in METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE for which an application for United States Letters Patent was

☐ executed on even date herewith;  
☐ executed on \_\_\_\_\_;  
☐ filed on \_\_\_\_\_, Serial No. \_\_\_\_\_;  
☒ filed as International Application No. PCT/US96/05009 on 11 April 1996  
and WHEREAS, Glaxo Wellcome Inc.

whose post office address is Five Moore Drive Research Triangle Park, North Carolina 27709, USA, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the same in the United States;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I (we), ASSIGNOR(S), by these presents do sell, assign and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said invention and application throughout the United States of America, including any and all Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application.

ALSO, ASSIGNOR(S) hereby agree(s) to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) in the United States for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR(S) also agree(s), without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR(S) in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR(S)'S obligations under this instrument shall extend to ASSIGNOR(S)'S heirs, executors, administrators and other legal representatives.

ASSIGNOR(S) hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patent referred to above to ASSIGNEE, as the ASSIGNEE of the entire rights, title and interest in and to the same, for ASSIGNEE'S sole use and behoof; and for the use and behoof of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and affixed my/our seal(s) on the date(s) indicated below.

Inventor: **Ian Carl ASHURST**  
Address: Inhalation Product Development  
Glaxo Wellcome R&D  
Park Road  
Ware, Herts SG12 OXG  
UK

Date

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

On the date(s) indicated, before me personally came Ian Carl ASHURST known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

26 Sep 97

Inventor: **Craig Steven HERMAN**  
Address: Glaxo Wellcome Inc.  
Five Moore Drive  
RTP, NC 27709

Date

State of: NC  
County of: Wake

On the date(s) indicated, before me personally came **Craig Steven HERMAN** known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: Elaine Martens

My Commission Expires: 2/5/2001

Inventor: **Li LI-BOVET**  
Address: 172 Spruce Mill Lane  
Scotch Plains, NJ 07076


Date

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

On the date(s) indicated, before me personally came **Li LI-BOVET** known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

  
Inventor: **Michael Thomas RIEBE**  
Address: Glaxo Wellcome Inc.  
Five Moore Drive  
RTP, NC 27709

26 SEP 97

Date

State of: NC  
County of: Wake

On the date(s) indicated, before me personally came **Michael Thomas RIEBE** known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: Elaine Martens

My Commission Expires: 2/5/2001



ASSIGNMENT

WHEREAS, I (We), Ian Carl ASHURST, Craig Steven HERMAN, Li LI-BOVET, and Michael Thomas RIEBE whose office address(es) appear(s) below, hereinafter referred to as ASSIGNOR, have invented certain new and useful improvements in METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE

for which an application for United States Letters Patent was

☐ executed on even date herewith;

☐ executed on \_\_\_\_\_;

☐ filed on \_\_\_\_\_, Serial No. \_\_\_\_\_;

☒ filed as International Application No. PCT/US96/05009 on 11 April 1996

and WHEREAS, Glaxo Wellcome Inc.

whose post office address is Five Moore Drive Research Triangle Park, North Carolina 27709, USA, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the same in the United States;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I (we), ASSIGNOR(S), by these presents do sell, assign and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said invention and application throughout the United States of America, including any and all Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application.

ALSO, ASSIGNOR(S) hereby agree(s) to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) in the United States for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR(S) also agree(s), without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR(S) in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR(S)'S obligations under this instrument shall extend to ASSIGNOR(S)'S heirs, executors, administrators and other legal representatives.

ASSIGNOR(S) hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patent referred to above to ASSIGNEE, as the ASSIGNEE of the entire rights, title and interest in and to the same, for ASSIGNEE'S sole use and behoof; and for the use and behoof of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.



Li Li-Bovet  
Inventor: **Li LI-BOVET**  
Address: 172 Spruce Mill Lane  
Scotch Plains, NJ 07076

10-1-97  
Date

State of: N.J.  
County of: Union

On the date(s) indicated, before me personally came **Li LI-BOVET** known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: Maryann Doyle

My Commission Expires: MARYANN DOYLE  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires April 11, 2001  
Qualified in Union County

Inventor: **Michael Thomas RIEBE**  
Address: Glaxo Wellcome Inc.  
Five Moore Drive  
RTP, NC 27709

Date

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

On the date(s) indicated, before me personally came **Michael Thomas RIEBE** known to me to be the individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my presence.

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



612180  
FILE  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

FEBRUARY 18, 1999

PTAS

GLAXO WELLCOME INC.  
DAVID J. LEVY  
GLOBAL INTELLECTUAL PROPERTY  
FIVE MOORE DRIVE, PO BOX 13398  
RTP, NC 27709



UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/22/1998

REEL/FRAME: 9543/0291  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BRITTO, IGNATIUS LOY

DOC DATE: 10/16/1998

ASSIGNEE:

GLAXO WELLCOME INC.  
5 MOORE DRIVE, PO BOX 13398  
GLOBAL INTELLECTUAL PROPERTY DEPT.  
RESEARCH TRIANGLE PARK  
NORTH  
CAROLINA  
27709-3398

SERIAL NUMBER: 08422280  
PATENT NUMBER:

FILING DATE: 04/14/1995  
ISSUE DATE:

SERIAL NUMBER: 08945141  
PATENT NUMBER:  
PCT NUMBER: US9605009

FILING DATE: 10/14/1997  
ISSUE DATE:

9543/0291 PAGE 2

SERIAL NUMBER: 08945141  
PATENT NUMBER:  
PCT NUMBER: US9605009

FILING DATE: 10/14/1997  
ISSUE DATE:

LAWAN FLETCHER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

REC

11-02-1998

ET



100867066

To the Honorable Commissioner of Patents

original documents or copy thereof.  
Address of receiving party(ies):

1. Name of conveying party(ies):

Ignatius Loy Britto

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

X Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

October 16, 1998

Name:

GLAXO WELLCOME INC.

Internal Address:

Global Intellectual Property

Dept.

Street Address:

5 Moore Drive

PO Box 13398

City:

Research Triangle Park

State:

NC

Zip: Code:

27709-3398

Additional name(s) & address(es) attached?

YES

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

08/422,280 filed April 14, 1995

PCT/US96/05009 filed on April 11, 1996

08/945,141 filed on October 14, 1997

additional numbers attached?

Yes

X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

David J. Levy

Internal Address:

Glaxo Wellcome Inc.

Global Intellectual Property

Street Address:

Five Moore Drive

PO Box 13398

City:

RTP

State:

NC

Zip: 27709

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): .....\$120.00

X Authorized to be charged to deposit account

8. Deposit account number: 07-1392

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles E. DADSWELL

Signature

Date

Total number of pages comprising cover sheet: 1 of 2

10/30/1998 DNGUYEN 00000376 071392 08422180

01 FC:581

120.00 CH

MRD 10/12/98

## **Assignment**

WHEREAS, I/we, **Ignatius Loy BRITTO**, a citizen of the United States of America, residing in Cary, North Carolina, has invented or discovered certain improvements in **METERED DOSE INHALER FOR BECLOMETHASONE DIPROPIONATE** hereinafter referred to as said invention and improvements for which patent applications 08/422,280 was filed on April 14, 1995 in the United States Patent Office and for which an international patent application PCT/US96/05009 was filed on April 11, 1996 designating the United States of America and naming assignor as inventor, and in the United States only applicant/inventor, and for which a national patent application 08/945,141 was filed on October 14, 1997 in the United States Patent Office.

WHEREAS, **GLAXO WELLCOME INC.**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina and having its principal place of business at Five Moore Drive, Research Triangle Park, North Carolina 27709, USA, is desirous of acquiring the whole right, title and interest in and to said invention and improvements and said applications, and in and to any Letters Patent to be obtained therefor, in the United States of America, its territories and possessions; and

WHEREAS, **GLAXO GROUP LIMITED.**, a company incorporated in England, whose registered office is at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 ONN, UK, is desirous of acquiring the whole right, title and interest in and to said invention and improvements, and in and to any applications for said invention and improvements and any Letters Patent to be obtained therefor, in all countries other than the United States of America, its territories and possessions;

NOW, THEREFORE, to all whom it may concern, be it known that I/we **Ignatius Loy BRITTO** for good and valuable consideration unto me/us moving, the receipt whereof is hereby acknowledged, have sold, assigned and transferred, and by these presents do sell, assign and transfer my/our whole right, title and interest in and to said invention and improvements to said **GLAXO WELLCOME INC.**, throughout the United States of America, its territories and possessions, and in and to said application and any extensions, reissues, continuations, continuations-in-part, and any divisions thereof, and in and to any and all Letters Patent of the United States of America;

AND, my/our whole right, title and interest in and to said invention and improvements to GLAXO GROUP LTD, in all countries throughout the world other than in the United States of America, its territories and possessions, and in and to any applications in said countries, and continuations-in-part, patents of addition, revalidation patents, patents of importation, registrations, and any renewals, extensions and divisions thereof, and in and to any and all Letters Patent of said countries which may be granted on said invention and improvements including any priority rights under the International Convention.

AND, I/we do hereby authorize and request the issue of any Letters Patent in the respective areas referred to, to said GLAXO WELLCOME INC. or GLAXO GROUP LTD, as assignees of my/our whole right, title and interest in and to the same for the sole use and behoof of the said assignees, their successors and assigns as their interests appear herein;

AND, I/we warrant that I/we have not knowingly conveyed to others any right in said invention, improvements, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing said invention and improvements and that I/we have good right to assign the same to GLAXO WELLCOME INC. and GLAXO GROUP LTD;

AND, I/we the undersigned **Ignatius Loy BRITTO** for the consideration aforesaid, do hereby agree that I/we or my/our executors or legal representatives, will provide information and make, execute and deliver any and all other instruments in writing, and any and all further acts, application papers, affidavits, assignments and other documents which may be necessary or desirable to more effectually secure to and vest in said GLAXO WELLCOME INC. and GLAXO GROUP LTD, their successors and assigns, the whole right, title and interest in and to the said invention and improvements, applications, Letters Patent, rights, title and interest hereby sold, assigned and conveyed, or intended so to be. *This assignment should be deemed effective as of April 14, 1995.*



IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and affixed my/our seal(s) on the  
date(s) indicated below.

Ignatius Loy Britto 16th. Oct, 1998  
Inventor: Ignatius Loy BRITTO Date:

State of: NC  
County of: Wake

On the date(s) indicated, before me personally came Ignatius Loy BRITTO known to me to be the  
individual(s) described in the foregoing Assignment and who acknowledged and executed the same in my  
presence.

Notary: Elaine Martens

My Commission Expires: 2/5/2001



JULY 03, 2002

PTAS  
BIRCH, STEWART, KOLASCH & BIRCH, LLP  
GERALD M. MURPHY, JR.  
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FALLS CHURCH, VA 22040-0747

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov



\*102079663A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/30/2002

REEL/FRAME: 012841/0645  
NUMBER OF PAGES: 19

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GLAXOWELLCOME, INC., A NORTH  
CAROLINA CORPORATION

DOC DATE: 03/31/2001

ASSIGNEE:

SMITHKLINE BEECHAM CORPORATION  
ONE FRANKLIN PLAZA  
200 NORTH 16TH STREET  
PHILADELPHIA, PENNSYLVANIA 19102

SERIAL NUMBER: 08829562  
PATENT NUMBER: 6253762

FILING DATE: 03/31/1997  
ISSUE DATE: 07/03/2001

SERIAL NUMBER: 08831268  
PATENT NUMBER: 6131566

FILING DATE: 03/31/1997  
ISSUE DATE: 10/17/2000

SERIAL NUMBER: 08770533  
PATENT NUMBER: 6143277

FILING DATE: 12/19/1996  
ISSUE DATE: 11/07/2000

SERIAL NUMBER: 08945141  
PATENT NUMBER: 6149892

FILING DATE: 10/14/1997  
ISSUE DATE: 11/21/2000

012841/0645 PAGE 2

MARY BENTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

APR 30 2002

05-06-2002

Atty. Docket No.: 2801-0141M

Page 1 of 1

RECORDATION NUMBER 102079663

4.30.02

APR 30 2002

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party:

GlaxoWellcome Inc., a North Carolina corporation.

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

3. Nature of conveyance:

☐ Assignment☒ Merger☐ Security Agreement☐ Change of Name☐ Other:Execution Date: **March 31, 2001**

2. Name and address of receiving party:

Name: **SMITHKLINE BEECHAM CORPORATION**Street Address: **One Franklin Plaza****200 North 16th Street**City: **Philadelphia** State: **PA** ZIP: **19102**Country: **USA**

Postal Code:

Additional name(s) & address(es) attached? ☐ YES ☒ NO

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

B. Patent No.(s).

6,253,762

6,131,566

6,143,277

6,149,892

Additional numbers attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **BIRCH, STEWART, KOLASCH & BIRCH, LLP**Street Address: **P.O. BOX 747**City: **FALLS CHURCH** State: **VA** ZIP: **22040-0747**Country: **USA**6. Total No. of applications/patents involved: **Four (4)**7. Total fee (37 C.F.R. § 3.41): **\$160.00**☒ Enclosed☒ Authorized to be charged to deposit account,  
if no fee attached.8. Deposit account number: 02-2448(Attach triplicate copy of this page  
if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Gerald M. Murphy, Jr., #28,977

Name of Person Signing/Reg. No.



Signature

April 30, 2002

Date

Total number of pages including cover sheet, attachments, and document: **Twenty-one (21)**

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(Rev. 02/11/02)

RETURN TO CSC

MAR 30 2001

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

*Kim D. Fitzgerald*

Secretary of the Commonwealth

SK

Entity Number 333095

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION  
DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: SmithKline Beecham Corporation

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) One Franklin Plaza, 200 North 16th Street, Philadelphia, PA 19102 Phila.  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_ County  
Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a qualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_ County  
Number and Street City State Zip

(b) c/o: \_\_\_\_\_ County  
Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

\_\_\_\_\_ County  
Number and Street City State Zip

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
Glaxo Wellcome Inc.	CT Corporation System	Philadelphia

THIS IS A TRUE COPY OF  
THE ORIGINAL SIGNED  
DOCUMENT FILED WITH  
THE DEPARTMENT OF STATE.

## 4. (Check, and if appropriate complete, one of the following):

☐ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

☒ The plan of merger shall be effective on: March 31, 2001 at 11:30 p.m.  
Date Hour

## 5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation	Manner of Adoption
<u>SmithKline Beecham Corporation</u>	<u>Adopted by the directors and shareholders pursuant to 15 Pa.C.S. § 1924(a).</u>

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

## 7. (Check, and if appropriate complete, one of the following):

☒ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this March day of 2001.

SMITHKLINE BEECHAM CORPORATION

(Name of Corporation)

BY: Donald F. Parman  
(Signature)

TITLE: Donald F. Parman, Secretary

GLAXO WELLCOME INC.

(Name of Corporation)

BY: Paul A. Holcombe, Jr.  
(Signature)

TITLE: Paul A. Holcombe, Jr., Secretary

## PLAN OF MERGER

between

SMITHKLINE BEECHAM CORPORATION

and

GLAXO WELLCOME INC.

PLAN OF MERGER approved on March 29, 2001 by SmithKline Beecham Corporation, a business corporation incorporated under the laws of the Commonwealth of Pennsylvania ("GSK"), and by resolution adopted by its Board of Directors on said date, and approved on March 28, 2001 by Glaxo Wellcome Inc., a business corporation formed under the laws of the State of North Carolina ("GWI"), and by resolutions adopted by its Board of Directors on said date.

1. Pursuant to the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania (the "PBCL") and the provision of the North Carolina Business Corporation Act (the "NCBCA"), GSK and GWI shall be merged with and into a single corporation, to wit, GSK, which shall be the surviving Pennsylvania corporation under the name "SmithKline Beecham Corporation" pursuant to the provisions of the PBCL (the "surviving corporation"). As the "terminating corporation" GWI shall cease to exist at the effective date of the merger in accordance with the provisions of the NCBCA.

2. From and after the effective time of the merger the Amended and Restated Articles of GSK set forth in Exhibit A attached hereto shall be the Articles of Incorporation of said surviving corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the PBCL.

3. From and after the effective time of the merger in the jurisdiction of its organization, the bylaws as set forth in Exhibit B attached hereto, shall be the bylaws of said surviving corporation and shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the BCL.

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4. Upon the effective date of the merger the directors and officers as set forth in Exhibit C attached hereto, shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. The 483,238 issued and outstanding shares of common stock of the terminating corporation immediately prior to the effective date of merger shall, upon the effective date of the merger, be converted into 624 shares of common stock of the surviving corporation. The 131,000,867 issued and outstanding shares of common stock of the surviving corporation immediately prior to the effective date of merger shall, upon the effective date of the merger, be converted into 376 shares of common stock of the surviving corporation. Neither the terminating company nor the surviving company has issued and outstanding any equity securities or securities, agreements or instruments convertible into or exercisable for equity securities other than the shares of common stock referred to in this Section 5.

6. In the event that this Plan of Merger shall have been fully approved and adopted on behalf of (i) the terminating corporation in the manner prescribed by the provisions of the NCBCA, and, (ii) the surviving corporation in accordance with the provisions of the PBCL, and the merger of the terminating corporation with and into the surviving corporation shall have been duly authorized in accordance with the provisions of said NCBCA and PBCL, the terminating corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the Commonwealth of Pennsylvania and the laws of the State of North Carolina and they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Any officer of the terminating corporation and any officer of the surviving corporation are hereby authorized to execute the Articles of Merger on behalf of said corporations, respectively, in conformity with the provisions of the PBCL; and the Board of Directors and the proper officers of the terminating corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and

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all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the merger herein provided for. The effective time of this Plan of Merger and of the merger therein provided for shall, insofar as the provisions of the PBCL shall govern the same, be March 31, 2001 at 11:30 p.m.

IN WITNESS WHEREOF, the parties intending to be legally bound hereto have executed this Plan of Merger effective as of the date first above written.

SMITHKLINE BEECHAM CORPORATION

By: Donald F. Parman  
Name: Donald F. Parman  
Title: Secretary

GLAXO WELLCOME INC.

By: Paul A. Holcombe, Jr.  
Name: Paul A. Holcombe, Jr.  
Title: Secretary

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Exhibit A**SMITHKLINE BEECHAM CORPORATION****Amended and Restated Articles of Incorporation**

FIRST: The name of the corporation (hereinafter called the "Corporation") is SmithKline Beecham Corporation.

SECOND: The location and post office address of the current registered office of the Corporation in the Commonwealth of Pennsylvania is One Franklin Plaza, Philadelphia, Pennsylvania 19102.

THIRD: The Corporation is incorporated under the Business Corporation Law of 1988. The Corporation shall have unlimited power to engage in and to do any lawful act concerning any and all business for which corporations may be incorporated under the Pennsylvania Business Corporation Law, including but not limited to buying, selling and otherwise dealing with drugs, medicines, chemicals, foods, cosmetics, toiletries, and all supplies, devices and services used by the health professions, or the drug trade.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue is 3,000 shares divided into 2,000 shares of common stock with a par value of one dollar per share, and 1,000 shares of preferred stock without par value.

FIFTH: The Board of Directors of the Corporation shall have the power, by resolution duly adopted, to issue from time to time, in whole or in part, the authorized and unissued shares into classes or series, or both, and to determine for any such class or series its voting rights, designations, preferences, limitations and any special rights.

SIXTH: Any actions required or permitted to be taken at a meeting of shareholders may be taken without a meeting pursuant to Section 1766 of the Business Corporation Law of 1988, as the same may be amended and supplemented, upon the

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written consent of shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting.

SEVENTH: Shareholders of the Corporation shall not be entitled to cumulative voting rights in elections of Directors.

EIGHTH: The personal liability of the directors of the Corporation is limited to the fullest extent permitted by the provisions of the Business Corporation Law of 1988 as the same may be amended and supplemented.

NINTH: The effective time and date of these Amended and Restated Articles of Incorporation shall be 11:30 p.m. on March 31, 2001.

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Exhibit B

## SMITHKLINE BEECHAM CORPORATION

## BY-LAWS

ADOPTED JUNE 29, 1929, WITH ALL  
AMENDMENTS TO AND INCLUDING MARCH 31, 2001

ARTICLE I.  
SHAREHOLDERS' MEETINGS

SECTION 1. ANNUAL MEETINGS. The annual meeting of the shareholders of this Corporation shall be held at such time and place and on such date as the Board of Directors may designate, at which time the shareholders shall elect the Board of Directors.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called at any time by the President, or the Board of Directors or the holders of not less than one-fifth of all the shares outstanding and entitled to vote at the particular meeting. At any time upon the request of any person or persons who shall have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, which shall be not more than sixty days after the receipt of the request.

SECTION 3. NOTICES. A written notice of every meeting of shareholders, specifying the place, day and hour of the meeting, shall be mailed by the Secretary at least ten days prior to the meeting, to each shareholder entitled to vote thereat, at his address appearing on the books of the Corporation or supplied by him to the Corporation for the purpose of notice. In the case of special meetings, the notice shall state the general nature of the business to be transacted thereat and no business shall be transacted at special meetings except that indicated in the notice.

SECTION 4. QUORUM. The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares entitled to vote at the meeting shall constitute a quorum at any meeting of the shareholders; but if the meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time, provided, however, that in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although less than a quorum, shall, nevertheless, constitute a quorum for the purpose of electing directors.

SECTION 5. RECORD DATE. The Board of Directors may fix a time, not more than fifty days prior to the date of any meeting of shareholders, or the date fixed for

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the payment of any dividend or distribution, or the date of the allotment of rights or the date when any change or conversion or exchange of shares will be made or go into effect, as a record date of the determination of the shareholders entitled to notice or, or to vote at, any such meeting, or entitled to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares. In such case, only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to notice of, or to vote, at, such meeting or to receive payment of such dividend, or to receive such allotment or rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date fixed, as aforesaid.

## ARTICLE II. DIRECTORS

SECTION 1. NUMBER. The business of this Corporation shall be managed by a Board of Directors which shall consist of five members. The Board of Directors shall have power to increase or decrease the number of directors and to fill any vacancies in their number, including vacancies resulting from any increase in the number of directors. Directors need not be shareholders.

SECTION 2. AGE QUALIFICATION. Except as otherwise specifically provided by the Board of Directors, (a) no person shall be elected a director after reaching 69 years of age, (b) no person who has been an officer or full-time employee of the Corporation, or any subsidiary thereof, other than President or Chairman of the Board, shall be elected a director after reaching 65 years of age and (c) no person shall be elected Chairman of the Board after reaching 65 years of age.

SECTION 3. TERM. Directors shall hold office until the next annual election and until their successors are elected and qualified.

SECTION 4. REGULAR MEETINGS. The Board of Directors shall meet at the general office of the Corporation as soon as practicable after the annual meeting of shareholders for the purpose of organization, the election of officers and the transaction of such other business as shall come before the meeting. Other regular meetings shall be held at such times as may be fixed by resolution of the Board of Directors.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman of the Board, the President, or the Secretary and shall be called at the request in writing of three or more directors.

SECTION 6. NOTICES. No notice of the organization meeting or of regular meetings of the Board need be given. Notice of the place, day and hour of each special meeting and the general nature of the business to be transacted shall be given by the Secretary to each director either by written notice mailed at least two days before the meeting or by notice given personally or by telephone or telegraph at least 24 hours before the meeting. Notice of any meeting may be waived.

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SECTION 7. QUORUM. A majority of the directors in office shall constitute a quorum for the transaction of business. Should there be no quorum, the members present may adjourn from time to time until a quorum is in attendance.

SECTION 8. COMPENSATION. Directors shall receive such compensation for their services as may, from time to time, be fixed by resolution of the Board of Directors.

SECTION 9. PARTICIPATION IN MEETING BY COMMUNICATIONS EQUIPMENT. One or more directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

### ARTICLE III. EXECUTIVE COMMITTEE

SECTION 1. ELECTION. The Board of Directors may elect from their members each year an Executive Committee which shall include the Chairman of the Board, the President and such additional members, not less than one, as the Board of Directors may from time to time determine. The Chairman of the Board shall be Chairman of the Executive Committee.

SECTION 2. POWERS AND QUORUM. The Executive Committee shall have power to manage the general business and affairs of the Corporation, subject always to the superior direction and control of the Board of Directors. All persons dealing with the Corporation shall have the right to rely upon any resolution adopted by the Executive Committee to the same extent as if it had been duly adopted by the Board of Directors. Two members of the Executive Committee shall constitute a quorum for the transaction of business.

SECTION 3. MEETINGS AND NOTICES. The Executive Committee, by resolution, may fix regular meeting dates, of which no notice need be given to members of the Committee. Special meetings may be held at the call of the Chairman of the Executive Committee, or in his absence, at the call of the President. Notice of the place, day and hour of each special meeting shall be given to each member at least 24 hours before the meeting.

SECTION 4. BOARD SUBMISSION. All action taken by the Executive Committee shall be reported to the Board not later than the next succeeding regular meeting of the Board.

SECTION 5. ALTERNATES. In the absence or disqualification of any member of the Executive Committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member.

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## ARTICLE IV. OFFICERS

SECTION 1. ELECTION, POWERS AND DUTIES. The Board of Directors shall have authority to elect the following officers:

(a) A Chairman who shall preside at all meetings of the Board of Directors and shareholders.

(b) A President who shall be the Chief Executive officer of the Corporation. He shall be responsible for the overall management of the business and affairs of the Corporation and shall perform his duties subject to the direction and control of the Board of Directors. In the absence of the Chairman of the Board, the President shall preside at meetings of the Board and shareholders.

(c) One or more Vice Chairmen, Vice Presidents, a Secretary, a Treasurer and such additional officers as the Board of Directors may deem advisable.

Persons elected to the offices of Chairman and President shall be members of the Board and may attend meetings of all committees of the Board and meetings of management committees. The Chairman shall be available to other officers of the Corporation for consultation and advice.

All officers shall perform such duties, shall have such powers and shall be compensated in such manner as these by-laws may provide or as the Board of Directors may prescribe, and shall be removable by the Board at will.

SECTION 2. PLURALITY OF OFFICERS. A person may occupy more than one office except that the offices of President and Secretary may not be held by the same person.

## ARTICLE V. LIABILITY OF DIRECTORS

A director of the Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, on or after January 27, 1987 unless (a) the director has breached or failed to perform the duties of his office under Section 1721 of the Pennsylvania Business Corporation Law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this Article V shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for the payment of taxes pursuant to local, state or Federal law. Any repeal, amendment, or modification of this Article shall be prospective only and shall not increase, but may decrease, a director's liability with respect to actions or failures to act occurring prior to such change.

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## ARTICLE VI. INDEMNIFICATION

### SECTION 1. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Corporation shall indemnify any director or officer or employee or agent of the Corporation or any of its subsidiaries who was or is an "authorized representative" of the Corporation (which shall mean, for the purpose of this Article, a director or officer or employee of the Corporation or any of its subsidiaries, or a person serving at the request of the Corporation as a director, officer, partner, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) and who was or is a "party" (which shall include for purposes of this Article the giving of testimony or similar involvement) or is threatened to be made a party to any "proceeding" (which shall mean for purposes of this Article any threatened, ending or completed action, suit, appeal or other proceeding of any nature, whether civil criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, its shareholders or otherwise) by reason of the fact that such person was or is an authorized representative of the Corporation to the fullest extent permitted by law, including without limitation indemnification against expenses (which shall include for purposes of this Article attorneys' fees and disbursements), damages, punitive damages, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding unless the act or failure to act giving rise to the claim is finally determined by a court to have constituted willful misconduct or recklessness. If an authorized representative is not entitled to indemnification in respect of a portion of any liabilities to which such person may be subject, the Corporation shall nonetheless indemnify such person to the maximum extent for the remaining portion of the liabilities.

**SECTION 2. ADVANCEMENT OF EXPENSES.** The Corporation shall pay the expenses (including attorneys' fees and disbursements) actually and reasonably incurred in defending a proceeding on behalf of any person entitled to indemnification under Section 1 of this Article in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article. The financial ability of such authorized representative to make such repayment shall not be prerequisite to the making of an advance.

**SECTION 3. EMPLOYEE BENEFIT PLANS.** For purposes of this Article, the Corporation shall be deemed to have requested an officer, director, employee or agent to serve as a fiduciary with respect to an employee benefit plan where the performance by such person of duties to the Corporation also imposes duties on, or otherwise involves services by, such person as a fiduciary with respect to the plan; excise taxes assessed on an authorized representative with respect to any transaction with an employee benefit plan shall be deemed "fines"; and action taken or omitted by such person with respect to an employee benefit plan in the performance of duties for a purpose reasonably believed

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to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Corporation.

**SECTION 4. SECURITY OF INDEMNIFICATION OBLIGATIONS.** To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate.

**SECTION 5. RELIANCE UPON PROVISIONS.** Each person who shall act as an authorized representative of the Corporation shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

**SECTION 6. AMENDMENT OR REPEAL.** Notwithstanding anything contained in Article IX of these by-laws, this Article shall not be repealed or amended or modified to limit the indemnification rights provided hereunder except by action of the shareholders. All rights to indemnification under this Article shall be deemed a contract between the Corporation and the person entitled to indemnification under this Article pursuant to which the Corporation and each such person intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not limit, but may expand, any rights or obligations in respect of any proceeding whether commenced prior to or after such change to the extent such proceeding pertains to actions or failures to act occurring prior to such change.

**SECTION 7. SCOPE OF ARTICLE.** The indemnification, as authorized by this Article, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under statute, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding that office. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be an officer, director, employee or agent in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors and administrators of such person.

## ARTICLE VII. OFFICE AND SEAL

**SECTION 1. OFFICE AND RECORDS.** The general office of the Corporation, with the books and papers thereto belonging, shall be at Philadelphia, Pennsylvania, in such location as any from time to time be fixed by the Board of Directors.

**SECTION 2. SEAL.** The seal of this Corporation shall bear the name of the Corporation and the State and the year of its incorporation. The seal shall be in the

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custody of the Secretary and shall be affixed by the Secretary or, in his absence, by an Assistant Secretary, unless otherwise provided by resolution of the Board of Directors.

#### ARTICLE VIII STOCK

Share certificates shall be issued to all shareholders. Every share certificate shall be signed by the Chairman of the Board, President or Vice President and the Secretary or Assistant Secretary or the Treasurer or Assistant Treasurer, or such other officers of the Board of Directors may direct and sealed with the corporate seal which may be a facsimile, engraved or printed. Where the certificates are signed by a transfer agent or a registrar, the signature of any officer of the Corporation appearing thereon may be a facsimile, engraved or printed. The fact that an officer whose signature, manual or in facsimile, appears on stock certificates, issued or on hand, shall cease to be an officer of the Corporation shall not invalidate any of such certificates.

#### ARTICLE IX AMENDMENTS

These by-laws may be altered, amended, added to or repealed at any meeting of shareholders by vote of a majority of shares of stock represented at the meeting, provided notice of the change be given in the notice of the meeting; or, except as provided in Articles V and VI, they may be altered, amended, added to or repealed at any meeting of the Board of Directors by vote of a majority of the directors in office, provided notice of the change be given in the manner required for notices of special meetings.

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Exhibit C**SMITHKLINE BEECHAM CORPORATION****Directors and Officers**Directors

Robert A. Ingram  
Tadataka Yamada  
David M. Stout  
Michael Corrigan  
Paul A. Holcombe, Jr.

OfficersName

Robert A. Ingram  
Tadataka Yamada  
David M. Stout  
Paul A. Holcombe, Jr.  
Michael Corrigan  
Richard Edge  
Audrey Klijian  
Richard Gossin  
Donald F. Parman  
Teresa M. Hechmer  
Sandra C. Henderson  
Charles M. Kinzig  
David J. Levy  
William J. Mosher  
Christopher A. Sidoti

Office(s)

Chairman  
Vice Chairman  
President  
Senior Vice President and General Counsel - U.S.  
Senior Vice President, Finance - U.S. Pharmaceuticals  
Treasurer  
Assistant Treasurer  
Assistant Treasurer  
Vice President and Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

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COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

APRIL 05, 2001

TO ALL WHOM THESE PRESENTS SHALL COME. GREETING:

SMITHKLINE BEECHAM CORPORATION

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Merger restating the Articles of Incorporation in their entirety

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Kim Pizzingrilli*

Secretary of the Commonwealth

DPOS

## ASSIGNMENT

WHEREAS, I/we

Marjorie SMITH  
Valentina RIVEROS-ROJAS

both residing at

Langley Court, Beckenham, Kent, BR3 3BS, England

(hereinafter called "the inventor(s)") has/have invented or discovered

**STABILISED ANTIBODIES**

(hereinafter referred to as said invention) for which I/we have made a United States of America application for Letters Patent filed on 28 Apr 1994 under Serial No. 232127 (hereinafter called "said application"), and

WHEREAS said invention, being made in the circumstances set out in Section 39(1)(a) of the United Kingdom Patents Act 1977, under the laws of the United Kingdom belongs to my/our employer THE WELLCOME FOUNDATION LIMITED, a company incorporated in England whose registered office is Unicorn House, 160 Euston Road, London NW1 2BP, England and

WHEREAS my/our employer THE WELLCOME FOUNDATION LIMITED has authorised and requested my/our making application for said Letters Patent in the United States of America, and

WHEREAS BURROUGHS WELLCOME CO., a corporation organised and existing under and by virtue of the laws of the State of North Carolina and having its principal place of business at Research Triangle Park, North Carolina, is desirous of acquiring the whole right title and interest in and to the said invention and in and to said Letters Patent of the United States of America, its territories and possessions;

NOW, THEREFORE, to all whom it may concern be it known that I/we, the said inventor(s), hereby confirm the ownership by THE WELLCOME FOUNDATION LIMITED of the said Letters Patent and said invention therein by operation of law under the United Kingdom Patents Act 1977, and if under the law of the United States of America I/we the said inventor(s) have any ownership right, title and interest in the said Letters Patent and the invention therein (which I/we do not believe to be the case and claim no ownership rights title or interest in the said Letters Patent and the said invention therein based on the law of the United Kingdom), I/we the inventor(s), nevertheless hereby assign and transfer such ownership right title and interest in and to the said Letters Patents and the said invention therein to THE WELLCOME FOUNDATION LIMITED. THE WELLCOME FOUNDATION LIMITED in turn hereby assigns and transfers to the said BURROUGHS WELLCOME CO., its whole right title and interest in and throughout the United States of America, its territories and possessions, in and to the said Letters Patent and the said invention therein and in and to any priority rights in respect of the application for said Letters Patents and in to any renewals, thereof, and to any and all re-issues thereof including any priority rights under the International Convention for the United States of America; and I/we said inventor(s) of the said invention and THE WELLCOME FOUNDATION LIMITED hereby authorise and request any re-issues thereof in the United States of America to the said BURROUGHS WELLCOME CO.

AND THE WELLCOME FOUNDATION LIMITED hereby, and I/we the said inventor(s) of the said invention for myself/ourselves and my/our respective executors and legal representatives hereby agree to provide information and make execute and deliver any and all other instruments in writing, and any and all further acts, applications, papers, affidavits, assignments and other documents which may be possible and are necessary or desirable to more effectually secure to and vest in the said BURROUGHS WELLCOME CO., its successors and assigns, the whole right title and interest in and to the said invention and the said Letters Patent in the United States of America hereby assigned and transferred.

IT is hereby declared that each of the transactions hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount of value of the property conveyed or transferred exceeds £60,000.

IN WITNESS whereof the inventor(s) and Laurence David Jenkins as Attorney of The Wellcome Foundation Limited and by virtue of a Power of Attorney dated the eighteenth day of January 1994 granted by The Wellcome Foundation Limited have hereunto executed these presents as a Deed this 17th day of

*October*, 1994.

SIGNED as a DEED  
by the said

Marjorie SMITH

*Marjorie A. Smith*

On 17th day of October, 1994

Valentina RIVEROS-ROJAS

*Valentina Riveros-Rojas*

On 17th day of October, 1994

in the presence of:

M. A. NORTH  
NOTARY PUBLIC

VALIANT HOUSE, 12 KNOLL RISE, ORPINGTON, KENT.

SIGNED as a DEED by the said  
Laurence David Jenkins as the Attorney of  
The Wellcome Foundation Limited

*Re presence of:*

*L. D. Jenkins*

M. A. NORTH  
NOTARY PUBLIC

VALIANT HOUSE, 12 KNOLL RISE, ORPINGTON, KENT.

*17/10/94*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNEE: GlaxoWellcome, Inc.

PATENT NOS.:	6,131,566	ISSUE DATES:	October 17, 2000
	6,143,277		November 7, 2000
	6,149,892		November 21, 2000
	6,253,762		July 3, 2001

**CERTIFICATE UNDER 37 C.F.R. § 3.73(b)**

Assistant Commissioner of Patents  
Washington, DC 20231

April 30, 2002

Sir:

Pursuant to 37 C.F.R. § 3.73(b)(1)(ii), the undersigned hereby submits a statement specifying where the documentary evidence of a change of title is recorded in the Assignment records of the USPTO by Reel and Frame Number.

Attorney				Recordation
<u>Docket No.</u>	<u>Patent No.</u>	<u>Reel No.</u>	<u>Frame No.</u>	<u>Date</u>
*2801-0108P	6,131,566	7933	0908	01/05/1996
(PU3015)		7933	0920	03/26/1996
		8703	0236	09/12/1997
		9876	0744	10/22/1998
=====				
2801-0106P	6,143,277	8358	0265	12/19/1996
(PU3016)		9705	0676	09/24/1998
=====				
2801-0109P	6,149,892	7665	0757	06/07/1995
(GI2180USW)		8968	0773	10/14/1997
		9543	0291	10/22/1998
=====				

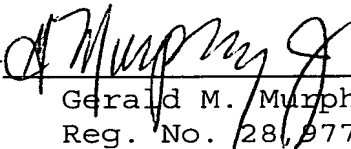
Attorney Docket No.	Patent No.	Reel No.	Frame No.	Recordation Date
*2801-107P	6,253,762	7948	0096	01/05/1996
(PU3014)		7963	0881	03/26/1996
		8771	0370	10/17/1997
		9835	0155	03/22/1999

\*A corrected Assignment Recordation Coversheet was filed on April 16, 2002, for U.S. Patents 6,253,762 and 6,131,566 to correct an error which occurred when the Assignments were filed. The reel and frame numbers are not yet available.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§1.16 or 1.17; particularly, extension of time fees.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

By   
 Gerald M. Murphy, Jr.  
 Reg. No. 28,977

P.O. Box 747  
 Falls Church, Virginia 22040-0747  
 (703) 205-8000

GMM/las  
 2801-0141M



IN THE U.S. PATENT AND TRADEMARK OFFICE

Applicant: Ignatius Loy Britto  
U.S. Patent: 6,511,653 B1  
Issued: January 28, 2003  
For: METERED DOSE INHALER FOR BECLOMETHASONE  
DIPROPIONATE

ASSENT OF ASSIGNEE TO CORRECTION  
AND/OR ADDITION OF INVENTOR(S)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This letter is filed as part of a petition under 37 C.F.R.  
§ 1.324.

Assignee: SmithKlineBeecham  
Address: One Franklin Plaza  
200 North 16<sup>th</sup> Street  
Philadelphia, PA 19102

Assignment


☒ recorded on April 30, 2002  
Reel 12841  
Frame 0645-0663

Assignee hereby assents to the correction of inventorship filed

☒ herewith

☐ on

April 20, 2005  
Date

  
Signature

Charles E. Dadswell  
Typed or printed name

Attorney and Authorized Official (Resolution Attached)  
Title

(Rev. 09/30/03)